

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Southfive Strategies, LLC

2. Registration No.

6186

3. Name of Foreign Principal

Foreign Ministry of the Turkish Republic of Northern Cyprus

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant will provide government relations and communications counsel to the principal in order to enhance the pursuit of its interests with the executive and legislative branches of the US federal government.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant will provide government relations and communications counsel to the principal in order to enhance the pursuit of its interests with the executive and legislative branches of the US federal government.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
September 28, 2014	Jason Epstein, President	/s/ Jason Epstein
		eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT

This agreement for public relations services (the "Agreement") is made and entered into this 18th day of September 2014, by and between the Foreign Ministry of the Turkish Republic of Northern Cyprus (the "Ministry"), and Southfive Strategies, LLC, a corporation formed under the laws of the District of Columbia, with an office in Washington, DC (the "Company").

The Ministry and the Company hereby agree to the:

1. Term. This Agreement shall last twelve (12) months, having commenced on September 1, 2014 and terminating on August 31, 2015. It may be renewed for additional and successive periods upon the explicit written agreement of both parties. This Agreement may, during its term, be terminated with or without cause at any time by either party after thirty (30) days written notice to the other party.

2. Services. The Company shall provide services as required for the Ministry. The Company and the Ministry shall jointly determine the full nature and extent of those services. The Company shall not act without the express consent of the Ministry.

3. Fees. The Ministry agrees to pay the Company a retainer fee in the sum of \$80,000 for the services described herein. This retainer fee shall be payable in the following installments:

- An installment of \$6,667 due and payable on October 1, 2014.
- An installment of \$6,667 due and payable on November 1, 2014.
- An installment of \$6,667 due and payable on December 1, 2014.
- An installment of \$6,667 due and payable on January 1, 2015.
- An installment of \$6,667 due and payable on February 1, 2015.
- An installment of \$6,667 due and payable on March 1, 2015.
- An installment of \$6,667 due and payable on April 1, 2015.
- An installment of \$6,667 due and payable on May 1, 2015.
- An installment of \$6,667 due and payable on June 1, 2015.
- An installment of \$6,667 due and payable on July 1, 2015.
- An installment of \$6,667 due and payable on August 1, 2015.
- An installment of \$6,663 due and payable on August 31, 2015.

All retainer fee installments shall be paid either by check or wire transfer of immediately available funds to an account in the United States designated by the Company in writing. Any wire service fees will be paid by the Ministry.

All ordinary expenses will be included in the retainer. However, all extraordinary expenses over \$100, such as travel to and from the Turkish Republic of Northern Cyprus, will be reimbursed if the Ministry provides its expressed consent to such extraordinary expense and travel.

4. Refund for Early Termination: In the event that this Agreement is terminated prior to the end of its term, any retainer fees paid to the Company by the Ministry that exceed the pro-rata share of fees apportioned on a daily basis, up to and including the date thirty (30) days after notice of termination has been provided as described herein, shall be refunded by the Company to the Ministry.

5. Report. The Company will provide the Ministry with a written monthly status report concerning the services provided in the previous month and to be provided in the following month, as described herein.

6. Privileged Information. Subject to the requirements of US law (including Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act), the Company, understanding the sensitive nature of the services to be provided under this Agreement, will make every effort to protect and keep secret all privileged communications and other confidential information developed by the Company or provided to the Company by the Ministry during the course of the Company's provision of services described herein. The Company shall neither make nor keep more copies than necessary of materials relating to its services for the Ministry. The Company also agrees to keep files relating to its services for the Ministry in a secure manner.

7. Subcontractors. The Company may employ at its discretion subcontractors to assist in providing the services described herein.

8. Legal Compliance. The Company and any subcontractor of the Company shall separately and individually comply with all applicable US laws and regulations. In particular, it shall comply with Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act.

9. Conflicts. The Ministry understands that the Company provides services to other entities that are engaged in international business, trade, and similar activities. Notwithstanding anything to the contrary within this Agreement, the Company, in the exercise of its sole discretion, may represent any commercial entity in doing business with the Ministry. However, the Company shall notify the Ministry of any potential conflicts of interest between its representation of the Ministry and any other party and any possible remedial measures that can be taken to remove the conflict[s]. Once notified, the Ministry shall in its sole discretion, determine whether a material conflict exists and whether remedial measures proposed are sufficient.

10. Representations and Warranties.

a. The Ministry hereby represents and warrants that the undersigned has the full power and authority to enter into this Agreement on behalf of the Ministry and to carry out the obligations contemplated herein. This Agreement, when executed by the undersigned on behalf of the Ministry, will constitute a legal, valid and binding agreement of the Ministry enforceable against the Ministry in accordance with its terms.

b. The Company hereby represents and warrants that the undersigned has the full power and authority to enter into this Agreement on behalf of the Company and to carry out the obligations contemplated herein. This Agreement, when executed by the undersigned on behalf of the Company, will constitute a legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms.

c. The Company hereby represents and warrants that it is an independent contractor and not an employee of the Ministry. As such, it has no authority to bind the Ministry in any manner whatsoever, absent the express written consent of the Ministry.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Turkish Republic of Northern Cyprus. Should any dispute arise regarding this Agreement, including but not limited to, the interpretation of its terms, it shall be settled in good faith negotiation by the parties. Should negotiations fail, the Turkish Cypriot Republic Courts in Lefkosa shall be the sole jurisdiction and venue for resolving disputes relating to this Agreement.

12. Indemnity. The Company shall be solely responsible for the acts of its employees and/or agents and shall defend and hold the Ministry harmless from and indemnify it for any claims that arise from such acts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first written above, in two (2) original copies in the English language.

FOR THE FOREIGN MINISTRY OF THE TURKISH REPUBLIC OF NORTHERN CYPRUS:



By: Ahmet Erdengiz
TRNC Representative to the United States

FOR SOUTHFIVE STRATEGIES, LLC:



By: Jason Epstein
President